EXHIBIT 29

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Cephalon, Inc.
41 Moores Road
P.O. Box 4011
Frazer, PA 19355
Phone 610-344-0200
Fax 610-344-0065

INDEPENDENT EDUCATIONAL PROGRAM GRANT AGREEMENT

This Agreement is entered into as of this 6th day of November 2008, by and between Cephalon ("Cephalon"), located at 41 Moores Road, Post Office Box 4011, Frazer, PA 19355, and MediCom Worldwide, Inc. ("Provider") located at 101 Washington Street, Morrisville, PA 19053

WHEREAS, Cephalon has reviewed Provider's grant request to support a medical education program ("Program"); and

WHEREAS, Cephalon has determined that the Program has the potential to address educational gaps and improve patient care; and

WHEREAS, it is the intent of the parties to ensure that the Program will be independent, objective, balanced, scientifically rigorous, and have reasonable expectations of meeting its educational objectives so that it will not be viewed by the United States Food and Drug Administration ("FDA") as promotional and that Cephalon will not be viewed as responsible for its content; and

WHEREAS, Cephalon agrees to provide funding for the Program under the conditions set forth below.

NOW THEREFORE, Provider and Cephalon agree to the following terms under this Agreement:

1. Title of Program. The Educational Program is entitled "Emerging Solutions in Pain Meet the Experts Booth ," and a copy of the grant request for the Program is attached hereto as Exhibit A.

2. Type of Program. The Program is:

☐ accredited (e.g., continuing medical education or "CME"); or
☒ an independent program where CE credits will not be offered.

3. Educational Partner. The Provider ☐ shall ☒ shall not use a third party that will provide assistance in support of the Program ("Educational Partner").

4. Educational Components. The expected components of the Program (e.g., number of live meetings, CD ROM, web-based, etc.) are as follows:

   a. interactive meeting booth to be presented at the 25th annual meeting of the American Academy of Pain Medicine (AAPM). (ESP Exhibition Booth Meet-the-Expert)

5. Program Purpose. The Program is for scientific and educational purposes only, and is based on established bona fide and independently verifiable patient and/or

practitioner needs or gaps in healthcare performance, and is not intended to promote a Cephalon product, directly or indirectly. The Program is not a repeat performance of a prior program.

6. Grant Amount Funding Arrangements.

   (a) Cephalon will provide support for the Program by means of an educational grant in the total amount of $150,635.00, as set forth in the budget attached hereto, or a pro rata amount based on the actual work performed and expenses incurred by Provider in accordance with the Budget. If the Program is canceled or terminated prior to completion, Provider shall return the grant, or any unused portion thereof, to Cephalon within thirty (30) days of such termination or cancellation. Provider shall have full responsibility for all funding arrangements of the Program, including any funding to be provided to its Educational Partner. Payment terms of the grant shall be made in accordance with any schedule/criteria provided in the Budget.

   (b) Within ninety (90) days of completion of the Program, Provider shall provide Cephalon with a detailed reconciliation of actual expenses incurred, and to the extent Cephalon has overpaid Provider for same, Provider shall provide a refund to Cephalon within thirty (30) days thereafter. Such detailed reconciliation shall be forwarded to Cephalon at the address above to the attention of Bhaval Shah Bell, PhD.

   (c) Provider may not use funds provided by Cephalon to pay travel, lodging, honoraria or personal expenses for non-faculty attendees. Grant funds may be used to reduce the overall registration fees for attendees. Grant funds may not be used to purchase capital equipment or to provide general operational support for an institution. Funds for hospitality shall not be provided, except that funds may be used for modest meals or receptions that are held as part of the Program, but such events shall not compete with, nor take precedence over, educational events. The appropriateness of any reception shall be at the sole discretion of the Provider, and Provider shall have final decision-making authority in connection with any such activities.

   (d) Funds may be used by the Provider to permit medical students, residents, fellows or other health care professionals in training to travel to and attend the Program; provided, however, that the selection of such students, residents or fellows who receive funds is made by either the academic or training institution, or, if by the Provider, such selection shall be made with the full concurrence of the academic or training institution.

7. Objectivity and Balance. Provider shall retain full responsibility for control of the content of the Program and shall ensure that the following requirements are met:

(a) The Program material/information will be objective, balanced and free from commercial bias. All topics shall be treated in an impartial, unbiased manner. All discussions shall include a range of views about each class of drug and disease treatment options. Information shall not unfairly represent a spectrum of views favoring a product or class of products marketed by Cephalon or any other company. The title of the Program will fairly and accurately represent the scope of the presentation.

(b) Provider agrees that neither Cephalon nor its agents shall control the content of the Program. Provider agrees that there will be no scripting, targeting of points for emphasis, or other activities by Cephalon or its agents that are designed to influence the content of the Program. Cephalon personnel will not attend content development meetings unless requested in writing by the Provider or the Educational Partner make presentations of disease data and/or Cephalon product data to faculty. In this instance, Cephalon personnel may stay only for this portion of the meeting, and the accredited provider must be in attendance.

(c) If requested, in writing, by the Provider or Educational Partner, Cephalon Medical personnel may also provide written material on a Cephalon product or compound in development, such as *specific product data, manuscripts, posters, product labels and other scientific material* (not in slide format) in accordance with internal corporate guidelines based on the level of information that is acceptable to disclose.

(d) Cephalon shall not review the Program for medical accuracy or completeness and the Provider and/or Educational Partner (if any) agree that they will not make such a request of Cephalon.

(e) If a product marketed by Cephalon is the subject of discussion, the data will be objectively selected and presented, with an accurate reflection of favorable and unfavorable information about the product and shall also include a balanced discussion of prevailing information on alternative products and /or therapies.

(f) Any suggestions of superiority of one product or treatment over another will be supported by the body of available data and will not result from selective presentation or emphasis on data favorable to a particular treatment.

(g) Provider represents that neither it nor the Educational Partner (if any) has either an open complaint or decision from the Accreditation Council for Continuing Medical Education ("ACCME") or the FDA that a program provided by the Provider or the Educational Partner failed to meet standards of independence, balance, objectivity, or scientific rigor.

8. Risk Minimization Action Plan. Cephalon provides the following Risk Minimization Action Plan ("RiskMAP") information to all Providers. Neither

Cephalon nor its agents shall influence or control whether a product marketed by Cephalon is the subject of discussion. A RiskMAP is a strategic safety program designed to meet specific goals and objectives in minimizing known risks of a product while preserving its benefits. Any product marketed by Cephalon that is approved with a RiskMAP, and the key safety-related health outcomes outlined in that RiskMAP, are listed in Exhibit B. Provider agrees that it is aware of the RiskMAP(s) and the key safety messages.

9. No Faculty Selection. Provider shall retain full responsibility for the selection of the presenters, authors, moderators, and/or other faculty (hereinafter referred to collectively as "Faculty"). Provider and/or Educational Partner (if any) shall not request recommendations for Faculty from Cephalon

10. Disclosures. Provider will ensure meaningful disclosure of limitations of data (e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion). Provider will require that Faculty disclose when a product is not approved in the United States for the use under discussion.

11. Question and Answer Session. To the extent the Program is a presentation, Provider will ensure meaningful opportunities for questioning by the audience.

12. Financial Relationships. Provider will ensure meaningful disclosure to the audience of Cephalon funding and any significant relationship between individual Faculty and Cephalon. All meaningful disclosure(s) shall also be made in any written materials, including, but not limited to, announcements, brochures, syllabi and enduring material. Disclosures shall not mention product trade names.

13. Representations and Warranties. Provider represents that:

    (a) Neither it nor the Educational Partner, if any, provides marketing, advertising, public relations, market research, medical education services or other consulting services (e.g., support for advisory boards) to any other department within Cephalon ("Marketing Activities");

    (b) If Provider or the Educational Partner has an affiliated company that provides Marketing Activities to Cephalon, Provider has instituted appropriate controls and safeguards to ensure the Program (i) remains independent, objective, balanced and scientifically rigorous, (ii) is not intended to promote a Cephalon product, directly or indirectly, and (iii) is not in any way biased due to the affiliated company's relationship with Cephalon;

    (c) Provider has determined that it is appropriate to use the Educational Partner in light of the requirements under this Agreement; and

    (d) If Provider or its Educational Partner employs a former Cephalon employee who worked at Cephalon at anytime during the most recent year and who had marketing responsibility in the therapeutic area that will

be covered by the Program, then that former employee will not have any role in the planning, development or delivery of the Program.

14. Invitations/Enduring Materials. The Program audience will be selected by the Provider. The Provider shall be responsible for distributing materials about the Program, including invitations, reminder notices, and business reply cards that can be used by third parties to obtain any enduring Program material from the Provider.

Notwithstanding the foregoing, Provider hereby authorizes Cephalon to distribute a subset of Program invitations/reminder notices that have been prepared or approved by the Provider.

15. Ancillary Promotional Activities. To the extent the Program is a live presentation, no promotional activities or product advertisements will be permitted in the same room as, or in an obligate path to, the Program. If the Program is a teleconference or webcast, no product advertisements or promotional activities will be permitted immediately prior to, during, or immediately after the delivery of the Program. If the Program is in print format, no product advertisements or promotional materials will be interleaved within the pages of the Program. If the Program is made available electronically, no product advertisements or promotional materials will appear within the Program material or interleaved between computer windows or screens of the Program, all as stipulated in ACCME Guidelines.

16. Compliance with Guidelines. Provider represents that the Program, including development of the Program and Program materials, shall conform to the American Medical Association ("AMA") Guidelines on Gifts to Physicians, the AMA Ethical Opinion on Continuing Medical Education, the ACCME Standards for Commercial Support, the FDA December 3, 1997 Final Guidance for Industry-Supported Scientific and Educational Activities, and the Pharmaceutical Research and Manufacturers Association ("PhRMA") Code on Interactions with Healthcare Professionals.

17. Logistical Status Reports. Provider and/or Educational Partner shall provide periodic reports to Cephalon regarding the management and logistics of Program components.

18. Miscellaneous.

    (a) No party shall use the other party's or its affiliates' name or trademarks for publicity or advertising purposes, except with the prior written consent of the other party.

    (b) Provider agrees to obtain all consents, authorizations, approvals and releases that may be necessary for the production of the Program and of any written materials prepared in connection therewith.

(c) No term, condition or other provision of any attachment or addendum to this Agreement shall supersede any term, condition or other provision of this Agreement, and with respect to any inconsistency or ambiguity, the Agreement shall control.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, agree to comply with all the terms and conditions of this Agreement.

By: _____

Name: JOAN MEYER

Title: President

The above signatory is a duly authorized corporate officer of the IEP Provider.

Date: 11-19-08

Tax ID #: 23-3063738

CEPHALON, INC.

By: _____

Name: Robert F. Kaper, MD

Title: VP, Medical Affairs

Date: November 6, 2008

APPROVED AS TO LEGAL FORM CEPHALON LEGAL DEPT.

PROVED

&

FINANCE

Exhibit A

Copy of Grant Request

Exhibit B
ACTIQ Risk Management Program

Provider is aware that ACTIQ® (oral transmucosal fentanyl citrate) [C-II] was approved subject to a Risk Management Program (RMP). The RMP includes key safety messages that are essential to the safe use of this product. They are:

- ACTIQ is indicated only for the management of breakthrough cancer pain in patients with malignancies who are *already receiving and who are tolerant to opioid therapy for their underlying persistent cancer pain.*
- ACTIQ is contraindicated in the management of acute or postoperative pain, because life-threatening hypoventilation could occur at any dose in patients not taking chronic opiates.
- This product must not be used in opioid nontolerant patients.
- Patients considered opioid tolerant are those who are taking at least 60 mg Morphine/day, 50 mcg transdermal fentanyl/hour, or an equianalgesic dose of another opioid for a week or longer.
- Instruct patients/caregivers that ACTIQ can be fatal to a child. Keep all units from children and discard properly.
- ACTIQ is intended to be used only in the care of cancer patients and only by oncologists and pain specialists who are knowledgeable of and skilled in the use of Schedule II opioids to treat cancer pain.

FENTORA Risk Management Program

Provider is aware that FENTORA™ (fentanyl buccal tablet) [C-II] was approved subject to a Risk Minimization Action Plan (RiskMAP). The RiskMAP includes key safety messages that are essential to the safe use of this product. They are:

- FENTORA is indicated for the management of breakthrough pain in patients with cancer who are *already receiving and who are tolerant to opioid therapy for their underlying persistent cancer pain.*
- FENTORA is contraindicated in the management of acute or postoperative pain, because life-threatening hypoventilation could occur at any dose in patients not taking chronic opiates.
- This product must not be used in opioid nontolerant patients.
- No misuse of FENTORA should occur.
- Unintended (accidental) exposure to FENTORA should not occur.
- Patients considered opioid tolerant are those who are taking at least 60 mg oral morphine/day, at least 25 mcg of transdermal fentanyl/hour, at least 30 mg of oxycodone daily, at least 8 mg of oral hydromorphone daily or an equianalgesic dose of another opioid for a week or longer.
- Instruct patients/caregivers that FENTORA can be fatal to a child. Keep all units away from children and discard properly.
- FENTORA is intended to be used only in the care of opioid tolerant cancer patients and only by healthcare professionals who are knowledgeable of and skilled in the use of Schedule II opioids to treat cancer pain.

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American Academy of Pain Medicine: ESP Exhibition Booth Meet-the-Expert

Program Title

The Emerging Solutions in Pain Meet the Expert Exhibit Booth

Program Overview

MediCom Worldwide, Inc. is proposing to utilize the Meet the Experts Booth as an informational and interactive display for educating clinicians at the 25th Annual Meeting of the American Academy of Pain Medicine (AAPM), to be held January 27 - 31, 2009 in Honolulu, Hawaii. The 25th Annual Meeting will include an international array of distinguished speakers from Australia, China, Canada, and the United States.

MediCom is also proposing to continue the cost effective and efficient tactic of tailoring the size and activities of the Meet the Expert Booth to reflect the attendance and specific purpose of the congress or association. In keeping with this and the ESP mission of focusing on emerging solutions in pain management to address the most critical and current issues, this meeting will include meet-the-expert sessions from the following options:

Speaker
Perry Fine, MD Professor of Anesthesiology University of Utah School of Medicine
Howard Heit, MD, FACP, FASAM Assistant Clinical Professor Georgetown School of Medicine
Rollin M Gallagher, MD, MPH Clinical Professor of Psychiatry and Anesthesiology University of Pennsylvania
Michael Cousins, MD, DSc, FANZCA, FRCA, FAChHPM (RACP), FFPMANZCA University of Sydney

In 2009, MediCom will continue to update both the graphic imagery and multimedia displays to reflect current information in the fields of pain management and addiction medicine, as well as the tools, resources and activities available through ESP at the time of each meeting. Functionality for the full-size Meet the Expert Booth will include a seating area for meeting attendees to interact with the ESP clinical experts; computer terminals featuring interactive displays highlighting the Emerging Solutions in Pain initiatives, membership registration for the Emerging Solutions in Pain Web Site, and the Emerging Solutions in Pain Tool Kit Volume II.

Intended Audience

The American Academy of Pain Medicine (AAPM) is the medical specialty society representing physicians practicing in the field of pain medicine. The practice of pain medicine is multi-disciplinary in approach, incorporating modalities from various specialties to ensure the comprehensive evaluation and treatment of the pain patient. AAPM represents the diverse scope of the field through membership from a variety of origins, therefore, the primary audience of the Emerging Solutions in Pain Meet the Experts Booth will be

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specialties such as anesthesiology, internal medicine, neurology, neurological surgery, orthopedic surgery, physiatry, and psychiatry.

Program Objectives

The purpose of the Emerging Solutions in Pain Meet the Expert Booth is to disseminate information concerning the Emerging Solutions in Pain initiative to clinicians practicing in the field of pain management, and to educate those clinicians on the appropriate selection of the right therapy for the right patient, continual assessment and monitoring of pain patients, and on good practice management techniques. Clinicians visiting the booth will have opportunities to:

(1) Interact with Emerging Solutions in Pain clinical experts in small discussion groups, focusing on discussions on the most critical and current issues in pain management today
(2) View multi-media, interactive programs highlighting the issues associated with minimization of misuse, abuse and addiction, the Emerging Solutions in Pain Tool Kit Volume II and associated case studies
(3) Utilize interactive surveys via touch screen terminals and forms to review the key pain management attitudes and challenges facing diverse array of participants
(4) Receive copies of the Emerging Solutions in Pain Tool Kit Volume II and other support materials, such as the ESP Patient Tool Kit materials and the ESP Accredited Monograph collection.
(5) Gain exposure to the resources available at the Emerging Solutions in Pain Web Site, and register as a "member", thereby continuing to provide participants with ongoing education and support

Format

The format of the *Emerging Solutions in Pain* Exhibition Booth Series is an interactive meeting booth, to be presented at the 25th Annual Meeting of the American Academy of Pain Medicine (AAPM). The Meet the Experts Booth will feature live peer-to-peer interactions with *Emerging Solutions in Pain* clinical experts, as well as interactive, multimedia programs that highlight the *Emerging Solutions in Pain* initiatives.

Awareness

Announcement of the *Emerging Solutions in Pain* Meet the Experts Booth at the 25th Annual Meeting of the American Academy of Pain Medicine will be made via direct mail and/or blast email communications to registered meeting attendees and members, and via journal and/or banner advertisements. *Emerging Solutions in Pain* clinical experts and MediCom Worldwide staff members will provide all information at the Booth.

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American Academy of Pain Medicine: ESP Exhibition Booth Meet-the-Expert

Booth Surveys

To maximize the information collection capabilities of the Emerging Solutions in Pain Meet the Experts Booth, and to identify in as much detail as possible, the educational needs of those clinicians who provide care to patients with chronic pain, the ESP Booth will support several diverse surveys and needs assessment campaigns during the three days of the AAPM Meeting. As part of ESP's ongoing campaign to elucidate the level of understanding of clinicians regarding the issue of tolerance and opioid prescription and use, ESP will utilize an electronic needs assessment survey focused on these topics. On the second and third days of the meeting, additional surveys will be conducted to identify clinician attitudes toward pain and opioids and key challenges to the effective treatment of pain.

Date	Survey
Wednesday, January 28 – Friday, January 30	Tolerance needs assessment
Thursday, January 29	Clinician attitudes toward pain and the use of opioid analgesics
Friday, January 30	Key challenges to effective pain treatment – phobia, cultural, medical, financial, legal/regulatory, religious, knowledge, resources

Request for Sponsor Support

MediCom Worldwide is promoting the Emerging Solutions in Pain Meet the Experts Booth through a variety of methods, including direct mail, blast emails, and journal and banner advertisements.

As a supplement to these primary methods, MediCom may request the assistance of Cephalon, Inc. sales representatives in the dissemination of information regarding this program to the medical community. The content of such information, however, is the responsibility of MediCom, and any such distribution will solely as a supplement to MediCom's primary methods of announcement and promotion.

Conflict of Interest Identification and Resolution

MediCom Worldwide, Inc. is in full compliance with all rules and regulations put forth by the ACCME in the revised Standards for Commercial Support. MediCom has defined all those in position to control content as faculty, authors, presenters, planning committee members and all those internal staff who are in position to write, alter or impact the content of a CME activity.

All members identified in the planning process must provide signed disclosures to MediCom prior to the planning of the activity.

When individuals in a position to control content have reported Financial Relationships with one or more commercial interests, MediCom works with them to resolve such conflicts to ensure that the content presented is free of commercial bias. The following mechanisms have been identified in which to resolve conflicts as identified:

- Peer review of content by external reviewer
- Content validation by external topic expert and internal MediCom clinical editorial staff

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American Academy of Pain Medicine:
ESP Exhibition Booth Meet-the-Expert

Total Budget and Timeline

The total budget to fund these activities is $150,635.
100% of budget due at signing of grant.

Booth payment due:	November 1, 2008
Confirmation of faculty:	November 1, 2008
Booth Shipped:	December 1, 2008
Booth Acitivity:	January 27 – 31, 2009

Signatures Required for Grant Acceptance

President MediCom Worldwide, Inc
Cepahlon Representative

Budget Reporting and Reconciliation:

Appropriate Use of Commercial Support:

a. Funds should be in the form of an educational grant made payable to MediCom Worldwide, Inc.

b. No other funds from Cephalon, Inc. will be paid to the program director, faculty, or others involved with the CE activity (additional honoraria, extra social events, etc).

c. MediCom Worldwide, Inc. will furnish the commercial interest with documentation detailing the receipt and expenditure of the commercial support within 90 days of activity completion.

d. In the event of program cancellation and or providers inability to complete the activity as designed, provider agrees to return all unused grant funds to Cephalon. Provider will furnish Cephalon with documentation detailing any and all receipts of expenditures related to expense incurred up to program cancellation.

e. In order to successfully achieve the goals for this activity, 100% of requested grant funds will be required in order to implement grant.